

Contract # 19257**STATE OF UTAH CONTRACT**

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:
Department of Transportation Agency Code: 810 Traffic Management, Division referred to as (STATE), and the following CONTRACTOR:

TransCore ITS, Inc.
CONTRACTOR
Name

63120 Treasury Center, Chicago, IL 60694-6100
Address

LEGAL STATUS

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person John Grant P.E. Phone (801)-293-1920 Email john.grant@transcore.com
Federal Tax ID# 943198006 Vendor # 27495A Commodity Code # 55088000000

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:

Traffic Adaptive Signal Control System (ASCS) to a set of signal-controlled intersections in Summit County. The signals begin on SR-224 at Kimballs Junction and contain all of the intersections to in Park City and out to Comstock on SR-248.

3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on RX# 4600000153 , FY04 Bid# ~~DS~~5019.
E-L

4. **CONTRACT PERIOD:** Effective date 01 June 2005 Termination date 31, May 2008 unless terminated early or extended in accordance with the terms and conditions of this contract. One (1) year renewal options.

5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$316,459.00 for costs authorized by this contract.

6. **ATTACHMENT A:** Division of Purchasing's Standard Terms and Conditions,
ATTACHMENT B: Scope of Work and Pricing
ATTACHMENT C: Special Terms and Conditions, (Exhibit -1 SCATS License)

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #GL5019 dated 01/05/05 .

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature

Type or Print Name and Title

Douglas C. Terry, Asst. VA
Date 6/28/05

STATE

David K. Miles, Operations Engineer

Director, Division of Purchasing

Director, Division of Finance

Date

Date

Date

JUN 15 2005

CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE

JUL 20 2005

Denice McCarthy
Agency Contact Person

(801) 965- 4761
Telephone Number

(801) 965-4073
Fax Number

dmccarthy@utah.gov
Email Address

(Revision 08/26/2003)

end'd 8/23/05

AUG 03 2005

STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees third party, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given thirty (30) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty

disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made pertaining to that product. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

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SCOPE OF WORK AND PRICING

1.1.1 Background

This project serves to establish a Traffic Adaptive Signal Control System (ASCS) to a set of signal-controlled intersections in Summit County. The signals begin on SR-224 at Kimballs Junction and contain all of the intersections to in Park City and out to Comstock on SR-248. The essential components of the system shall be:

- system software to provide central or distributed algorithmic intelligence
- high reliability real-time detectors
- traffic signal controller and cabinet modification or replacement
- communication between detectors, controllers, system control, and UDOT's Traffic Operations Center
- Database for traffic data, timings, system effectiveness

1.1.2 Scope

The goal of the project is to deploy a system that meets or exceeds expectations, so that it will serve as a "showcase" for future installation. These expectations are articulated as a set of objectives that will serve the goals. The system, as installed, will meet or exceed each of the following objectives:

1.1.2.1 The new ASCS will embrace 12 existing signal controlled intersections on the major arterial SR-224, in Summit County, Utah on the following intersections:

- SR-224 and I-80 (Kimballs Junction)
- SR-224 and Kilby Road
- SR-224 and Winter Sports Park
- SR-224 and Bear Hollow Drive
- SR-224 and The Canyons
- SR-224 and Thaynes Canyon
- SR-224 and Holiday Road
- SR-224 and SR-248
- SR-224 and Deer Valley
- Deer Valley Drive and Bonanza
- SR-248 and Bonanza
- SR-248 and Comstock

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- 1.1.2.2 The ASCS will be integrated so that it is accessible from the Traffic Operations Center.
- 1.1.2.3 Detector failure of only 15% has been shown to degrade ASCS's to fixed-time capability. The detection will therefore provide high reliability and have low maintenance requirements.
- 1.1.2.4 The intense detector requirements associated with all ASCS's will be so implemented that fault detection is provided, on-line.
- 1.1.2.5 The system will be so installed that special event intervention is obviated.
- 1.1.2.6 Detector data will be accessible in real-time formats from an accessible database.
- 1.1.2.7 The data provided by the ASCS will be collected, collated, and archived by the ASCS for traffic analysis.
- 1.1.2.8 Currently, there is copper interconnect from the intersection of Bear Hollow and SR-224 to the remaining signals in park City. A project to install fiber optics from the intersection of SR-224 and Wintersportspark to all of the intersection into Park City is planned for this year. The schedule for the fiber optic installation is not set at this time.

1.1.3 Ongoing Construction

Construction at intersections that are within the confines of the project may be underway during the project. Offerors shall accommodate these activities through incorporating them into the schedule and work plan. The information at the time of writing is:

- o Summit County is planning to realign Old Ranch Road with Sun Peak Drive to facilitate a 4-way signalized intersection this next summer (2005).
- o The Developer of the Bear Hollow Village Project is being required to pay for a signal for the intersection of Bobsled Drive/Cutter Lane and SR-224 as soon as it is warranted. We anticipate the intersection to meet warrants in 2005.

Also, we have recently had discussions with the Canyons Ski Resort to realign the intersection of Canyons Resort Drive and Park West Village into a 4 way signal. This may be possible.

2. TECHNICAL PROJECT REQUIREMENTS

2.1 ASCS FUNCTIONAL REQUIREMENTS

- 2.1.1 The system will control traffic efficiently and safely. Traffic efficiency is defined by:

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- Delay and journey times will be no greater than those under the existing regime, for non-event traffic conditions.
- The onset of congestion will be delayed and the recovery from congestion will be earlier when compared to the performance of the existing regime.
- With proper system maintenance, the system timing plans will age significantly slower than the existing fixed-time timing plans would, were it to continue.

- 2.1.2 It will be so configured that the timing plans will adjust to traffic fluctuations without the need for operator over-ride.
- 2.1.3 The ASCS will operate “24/7” in such a way that State Traffic Engineers will not have to monitor the system on a minute by minute basis.
- 2.1.4 The ASCS implementation will function at a level so that all those associated with its operation will have been trained so that they have the ability and understanding needed to pass on their training to a UDOT Engineer in Training (“EIT”) within 5 working days.
- 2.1.5 The system, its facilities and options will be so configured that traffic engineers equipped with a thorough understanding of its methodological basis, will be able to expand the ASCS capabilities in line with their own growing competencies.
- 2.1.6 The system will have the capability of assigning priority to transit vehicles so that signal timings remain optimized, which although not activated during system installation, will remain available for future implementation.
- 2.1.7 The system will have the capability of pre-emption for emergency vehicles so that signal-timing optimization is automatically recovered. This feature will not be activated during system installation, but will remain available for future implementation.
- 2.1.8 The ASCS system offered by the proposer shall be the latest version available at the time of the bidding
- 2.1.9 Offeror will describe additional software packages that are not included with the base ASCS but that facilitate the use of the ASCS.

2.2 SOFTWARE FUNCTIONAL REQUIREMENTS

- 2.2.1 The ASCS shall be accessible from the Traffic Operations Center.
- 2.2.2 The ASCS shall maintain second-by-second communication from The Traffic Operations Center to the traffic signal controllers.
- 2.2.3 The ASCS shall display adaptive control information at the Traffic Operations Center. Such information shall include at a minimum:
 - Cycle times

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- Offsets
- Split allocation
- Phase length
- Demand dependent phase activation
- Double cycling activation
- Queue length
- Congestion
- Global parameters
- Default settings
- Detector fault warnings

2.2.4. The traffic effectiveness of the ASCS, in terms of overall delay and journey time, will perform the same or better than the existing signal control system, under normal (non-event) conditions.

2.2.5. The ASCS will have the ability to store and archive real-time detector data for off-line analysis, in a readable format readily accessible to operators and analysts.

2.2.6. The ASCS will be installed in a simple configuration that can be utilized incrementally thereby allowing the operators time to become accustomed to its capabilities and learn its full potential.

2.2.7. The Offeror will discuss methods to integrate ASCS with other signal systems. The discussion will include the amount of effort the integration would require. The level of integration can be as minimal as receiving information in the existing software, showing the status of the ASCS or as extensive as the complete control of one system by the other.

2.2.8. ASCS should operate on the a State standard operating system. The state standard is either Windows, Llinux or Unix based operating systems.

2.3 CONTRACTOR FUNCTIONAL REQUIREMENTS

2.3. The Contractor shall assume complete responsibility for the project management, system engineering and design, installation, start-up and operational performance testing as per the requirements of this specification. The Contractor's responsibilities include, but are not limited to the following:

2.3.1. The Contractor shall designate a Project Manager, located in Utah's Wasatch Front, who will be the single point of contact for the management and coordination of all aspects of the Contractor's work.

2.3.2. The Contractor shall supervise and coordinate the installation, configuration and testing of all system components.

2.3.3. UDOT will provide an inventory of the functionality of the detection at every intersection.

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- 2.3.3.1. With the UDOT inventory the Contractor will design the detection required to provide a functional ASCS.
- 2.3.3.2. UDOT will install the detection designed by the Contractor. The Contractor will assist UDOT with the detector installation inspection to insure that the detection meets the requirements of the ASCS.
- 2.3.4. The Contractor shall complete and submit all documentation for the system(s), including:
 - 2.3.4.1. Operation and maintenance manuals
 - 2.3.4.2. Engineering drawings
 - 2.3.4.3. Test plans and procedures
 - 2.3.4.4. Other materials required to fully define an operational system.
- 2.3.5. The Contractor shall provide monthly documentation outlining progress in the installation, testing and certification of all equipment as described in contract.
- 2.3.6. The Contractor shall provide with the proposal an implementation plan illustrating major milestone events and the proposed date for completion of said events.
- 2.3.7. The Contractor shall keep road(s) open to traffic during the work or provide and maintain detour roads as directed by UDOT.
 - 2.3.7.1. The Contractor will submit a Management Of Traffic (MOT) plan to Ritchie Taylor, UDOT Region Two Traffic Engineer, for review and acceptance 2 weeks prior to beginning any work that will affect traffic flow.

Tam Southwick,
Region 2, Utah Department of Transportation,
2060 South 2760 West, Salt Lake City, UT 84104,
Telephone (801) 887-3717.

- 2.3.7.2. The Contractor shall keep publicly and privately used roadways in a condition that safely accommodates traffic 24 hours a day and 7 days a week. All roads will remain open during the peak hours as determined by the UDOT Region Two Traffic Engineer. See 2.3.7.1.
 - 2.3.7.3. The Contractor shall provide traffic control in compliance with the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), the Traffic Control provisions of the Specifications, and the Traffic Control Plans.
 - 2.3.7.4. The Contractor shall not park equipment and vehicles, or store materials in the median on divided roadways or within 10 feet from the outside edge of the driving lane.

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2.3.7.5. Failure to comply with Maintenance of Traffic plan is cause for the Department to take action to meet the safety requirements of this specification. Department deducts its costs incurred in such action from money due. See 2.3.7.1.

2.3.7.6. The Contractor will co-ordinate with the Utah Department of Transportation Traffic Operations Center. Reference Document 1.6.3: SECTION 01554, TRAFFIC CONTROL

2.3.8. The Contractor will notify the UDOT TOC prior to implementing lane restrictions.

2.3.9. The Contractor may close one lane on SR-224 north bound between the hours of 9:00AM and 10:00PM. The Contractor may close one lane on SR-224 south bound between the hours of 7:00AM and 3:30PM.

2.3.10. The Contractor shall be responsible for the maintenance of the traffic signal timing during the installation of the ASCS.

2.3.10.1. The Contractor will explain the amount of maintenance, in addition to signal timing, they will provide during the ASCS installation. The maintenance plan will include the following

2.3.10.1.1. Equipment that will be maintained by the Contractor

2.3.10.1.2. Hours they will be available to assist with emergencies.

2.3.10.1.3. Number of persons available to assist with emergencies

2.3.11. Contractor will provide software License includes SCATS Central System Licenses all controller firmware, hardware equipment, for three years, free software upgrades and associated direct cost to be included.

System maintenance will be charged on as needed basis @ an hourly rate ----- and not to exceed \$15,000.00 per life of the contract.

2.3.12. Beyond three year optional system software upgrades and Software system support charged on an as needed basis for to 3 years or when the money is used up. The support will be charged via time and materials

3.0 TRAINING REQUIREMENTS, WORK PLAN, AND SCHEDULE

3.1. Training Requirements: Training shall consist of providing qualified instructors and all materials for training UDOT personnel in the operation and maintenance of the equipment and components of the ASCS furnished under this contract.

3.1.1. Training elements shall consist of

3.1.1.1. A minimum of 8 hours of formal classroom training

3.1.1.2. A minimum of 40 hours of "hands-on" training.

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- 3.1.2. Training procedures shall be as follows:
- 3.1.2.1. “Hands-On” training will involve UDOT personnel chosen by Mark Taylor working in the field and on the software to help calibrate and fine tune the system
 - 3.1.2.2. The formal classroom training shall take place after complete installation of all field equipment, software, and communications.
 - 3.1.2.3. The Contractor shall develop and submit training course outlines and samples of all training materials to the Project Manager for approval at least forty-five (45) days prior to the proposed scheduled start of the classroom training sessions.
 - 3.1.2.4. Written approval of this material from the project manager shall be required prior to the final scheduling of the training sessions and the final production of the training materials.
 - 3.1.2.5. Training shall not begin until after approval of the submitted training material, and a minimum of 10 working days after acceptance of the training materials.
 - 3.1.2.6. All classroom-training sessions shall be conducted at the UDOT Traffic Operations Center, 2060 South 2760 West, Salt Lake City, UT 84104
- 3.1.3. Classroom training shall include the following
- 3.1.3.1. Classroom training will be limited to no more than 12 students per session to maximize individual interaction.
 - 3.1.3.2. Each session shall provide a basic understanding of the equipment and subsystems and their operation and maintenance.
 - 3.1.3.3. The training sessions described under this item shall include training on the use of the any test equipment that the Contractor recommends.
 - 3.1.3.4. High Level training:
 - 3.1.3.4.1. Theory of operation,
 - 3.1.3.4.2. Changes and uses of hardware,
 - 3.1.3.4.3. Integration of detection
 - 3.1.3.5. Background on concepts of equipment / subsystems.
 - 3.1.3.6. Explanation of the ASCS theoretical structure.
 - 3.1.3.7. Demonstration of system calibration and validation.
 - 3.1.3.8. Background explanation of system features for future deployment.
 - 3.1.3.9. Procedures for installing and expanding the system.

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- 3.1.3.10. Basic trouble-shooting and fault determination procedures, including use of test equipment.
- 3.1.3.11. Preventative maintenance procedures and schedules.
- 3.1.3.12. Training will include how Utah DOT personnel can extend the network.
- 3.1.3.13. Detailed operator instruction showing how to operate the system functions from within the Traffic Operations Center
- 3.1.4. “Hands – On” will be up to 5 UDOT designated personnel working with the Contractor to install, configure and calibrate the ASCS. It will include the following where applicable.
 - 3.1.4.1. Initial set up of the controller, software, and detection.
 - 3.1.4.2. Controller, software and detector calibration procedures.
 - 3.1.4.3. Software configuration procedures
 - 3.1.4.4. Changing the settings in the controllers to accommodate, adjust and troubleshoot the ASCS.
- 3.2. Project Work Plan: The Contractor shall prepare a work plan after award of the contract for the project composed of 6 sub-tasks detailed below.
 - 3.2.1. Contractor will prepare a report detailing the management plan. The management plan will detail the following
 - 3.2.1.1. Personnel to be assigned
 - 3.2.1.2. Agency personnel involvement
 - 3.2.1.3. Work schedule in chart form
 - 3.2.2. The Contractor will report on the proposed hardware, software, and communications modifications needed to make the ASCS operational. The report will include the following.
 - 3.2.2.1. Planned controller and cabinet replacements.
 - 3.2.2.2. Location for system software and hardware.
 - 3.2.2.3. Planned communication infrastructure changes.
 - 3.2.2.4. Planned software and communications facilities modifications, replacements, and construction requirements.
 - 3.2.2.5. Any optional facilities or unlisted items on this list
 - 3.2.3. Design Detector Layouts: The Contractor shall review existing detectors and design new ASCS detectors, as needed.

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- 3.2.3.1. The Contractor will summarize the detection reports provided by UDOT.
- 3.2.3.2. The Contractor will prepare plans and estimates requirements for installation and configuration of the new detectors.
- 3.2.3.3. If the Contractor chooses video detection, the Contractor shall give a number of video detection systems they need. The Contractor shall plan for at least 30 days lead time to receive the video detection systems.
- 3.2.4. System Evaluation: The Contractor shall implement a certification regimen upon completion of equipment installation and testing at each intersection. The test will certify the viability of the following:
 - 3.2.4.1. Central or distributed system software.
 - 3.2.4.2. Each system real-time detector
 - 3.2.4.3. Traffic signal controller modified or replaced
 - 3.2.4.4. Communication between detectors, controllers, system control, and the TOC
- 3.3. Other requirements:
 - 3.3.1. Contractor shall document any other requirements deemed necessary for the operation of the system.
 - 3.3.2. The Contractor shall complete a written work plan and deliver 5 copies to the Project manager within 20 working days of the notice to proceed.
 - 3.3.3. The Contractor will present the work plan orally to the Project manager within 5 working days of submitting the written work plan.
 - 3.3.4. UDOT shall provide written comments or approval within 5 working days of the oral presentation
 - 3.3.5. If UDOT has comments the Contractor shall work to alleviate those comments and obtain written approval from UDOT before any work begins.
- 3.4. Project Schedule
 - 3.4.1. Upon receiving the notice to proceed the Contractor shall submit a CPM schedule in conjunction with the work plan with more detail gathered from the information that was found during the investigation of the system.
 - 3.4.2. The schedule shall break out tasks such that no task will take longer than 30 calendar days.
 - 3.4.3. The schedule shall include a gantt chart.
- 3.5. Implement System Contractor shall implement system in accordance with the approved Work plan.

A T T A C H M E N T B

SCOPE OF WORK AND PRICING

The system will be evaluated by a separate consultant hired by UDOT. The consultant will be performing before and after studies and will observe the installation of the system as part of a research project. The researchers will present their findings and not interfere with the ASCS installation

SPECIAL TERMS AND CONDITIONS

- 1 .INVOICING: CONTRACTOR shall submit invoices to STATE Project Manager:

UDOT/ TRAFFIC OPERATION
Mark Parry, Project Manager
Information Systems Services
Utah Department of Transportation
Box 140100
Salt Lake City, Utah 84114-0100

The contract number shall appear on all invoices and correspondence.

All billings must correlate to the project progress reports and submitted in a timely manner.

Upon approval of the invoice by the STATE Project Manager, payments will be processed. STATE will remit payment by mail.

2. Warranty

- a) The system shall be warranted for a minimum of three (3) years from date of delivery, or for one year from time of installation, whichever is longer.
 - i) The system includes the computers and hardware unique to the ASCS system.
- b) The period of warranty coverage shall not be less than the manufacturers usual and customary warranty period.
- c) The agency, or the manufacturer's representative, may make minor warranty repairs with the consent of the manufacturer. The manufacturer will make all other warranty repairs. The Offeror will bear all costs including labor, parts, and shipping charges.
- d) Revisions, updates and new releases of the system, furnished software, and firmware shall be provided during the warranty period without additional costs. With the consent of the manufacturer, the agency shall assume responsibility for field installation of updates to systems that have been in use for more than 30 days.
- e) ALL SOFTWARE WARRANTIES SHALL BE AS STATED IN THE SCATS SOFTWARE LICENSE [END-USER] AGREEMENT. (Attachment B, Exhibit 1)
- f) **TRANSCORE WARRANTS THE SYSTEM PROVIDED UNDER THE CONTRACT WILL BE OF GOOD QUALITY AND MATERIALS IN ACCORDANCE WITH THE DETAIL DESIGN DOCUMENT. IN THE EVENT OF AN INCIDENT REQUIRING MAINTENANCE OUTSIDE OF THE NORMAL PREVENTIVE, PREDICTIVE, AND CORRECTIVE REQUIREMENTS SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO FORCE MAJEURE, VANDALISM, THEFT, OR ACCIDENTS, TRANSCORE WILL PERFORM SUCH WORK ON A TIME AND MATERIALS BASIS, AS AGREED BY BOTH PARTIES.**

SPECIAL TERMS AND CONDITIONS

g) THIS AGREEMENT DOES NOT COVER SERVICE, MAINTENANCE OR REPAIR ATTRIBUTABLE TO UNAUTHORIZED ATTEMPTS BY THE CUSTOMER TO REPAIR OR MAINTAIN THE EQUIPMENT, TO CATASTROPHE, FAULT OR NEGLIGENCE OF THE CUSTOMER, IMPROPER USE OR MISUSE OF THE EQUIPMENT BY THE CUSTOMER OR CAUSES EXTERNAL TO THE EQUIPMENT, SUCH AS, BUT NOT LIMITED TO, POWER FAILURE, AIR CONDITIONING FAILURE OR LOSS INCURRED IN TRANSPORTATION. WITH RESPECT TO ANY SUCH LOSS OR DAMAGE, TRANSCORE WILL SUBMIT TO THE CUSTOMER A DESCRIPTION OF THE WORK TO BE DONE AND REQUEST THE CUSTOMER'S CONSENT TO RESTORE THE EQUIPMENT TO NORMAL OPERATING CONDITIONS AT TRANSCORE'S PREVAILING RATES FOR LABOR AND MATERIALS. IF THE CUSTOMER DOES NOT AGREE TO HAVE THE TRANSCORE RESTORE THE EQUIPMENT TO NORMAL OPERATING CONDITION, TRANSCORE SHALL HAVE THE RIGHT TO TERMINATE ITS OBLIGATIONS UNDER THIS AGREEMENT.

h) Disclaimer of Implied Warranties

THE EXPRESS WARRANTIES, IF ANY, CONTAINED IN THIS CONTRACT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY CONTRACTOR. TRANSCORE SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR PAST DEALINGS BETWEEN THE PARTIES.

3. TESTING, INTEGRATION, AND SUPPORT

- a) Each system shall be installed and field-tested for proper operation for 30 consecutive days. During the testing period, all equipment at the system location shall operate without failure of any type.
- b) If any component malfunctions or fails to provide the capabilities specified herein, the offeror shall replace or repair the defective equipment within 48 hours of notification by the agency. Costs of correcting component malfunctions shall be borne by the offeror.
- c) After the component malfunction has been corrected to the satisfaction of the agency, a new 30-day test period shall begin.
- d) The offeror shall stock the necessary replacement products to maintain the ASCS system for a period of at least 3 years.

4. **INSURANCE** Prior to commencing work the Contractor shall provide the State with proof of insurance. The insurance policy shall provide coverage to the Contractor for bodily injury and property damage arising from the Contractor's negligent execution of the instructions, duties, obligations and projects assigned to it by the State. Liability and Property Damage Insurance Policy shall be \$1,000,000 aggregate minimum. The Contractor shall provide a Certificate of Insurance for each time period of this
- All insurance coverage provided by the Contractor shall name the State of Utah, UDOT and

ATTACHMENT C

SPECIAL TERMS AND CONDITIONS

its employees as additional insured's.

5. **PROGRESS PAYMENTS** Progress payments will be made, with 20% of the invoiced amount retained as a performance guarantee.
6. **FINAL PAYMENT** Final payment, including any amounts retained, shall be made 60 days after final sign off for each task and deliverable, such as file translation, custom computer programming or project records, and system test materials and documentation have been received and accepted by the STATE Project Manager as accurate and complete.
7. **PRICE GUARANTEES** The Contractor agrees the prices bid on services in this contract shall be guaranteed through completion of the project.
8. **NOTIFICATION** Notice given under this Contract shall be written, or sent by facsimile or other electronic means. Written notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Facsimile or other electronic notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the following addresses:

If to CONTRACTOR:

TransCore ITS, Inc.
John Grant., Project Manager
488 East 6400 South Suite# 375
Murray, UT 84107
John.grant@transcore.com
Office (801) 293-1920

with copies to:

TransCore ITS, Inc.
Michael Mauritz, Vice President
488 East 6400 South Suite# 375
Murray, UT 84107
Michael.Mauritz@transcore.com
Office (801) 293-1920

If to STATE:

UDOT/ Traffic Operation Center
Mark Parry, Project Manager
2060 S 2760 W
Salt Lake City, UT 84104
Mparry@utah.gov
Office (801) 887-3768

with copies to:

UDOT/ Procurement
Denice McCarthy, Purchasing Agent
4501 South 2700 West
Box 148260
Salt Lake City, UT 84114-8260
dmccarthy@utah.gov
Office (801) 965-7461
Fax (801) 965-4073

9. **CHANGE IN PERSONNEL OR RESOURCES** No change in personnel or resource assigned to this project will be permitted without prior written approval of State's Project Manager.
10. **RESPONSIBILITY FOR WAGES** The CONTRACTOR is responsible for all applicable company wages in accordance with the federal, state and local laws and ordinances.
11. **EMPLOYMENT OF STATE EMPLOYEES** The CONTRACTOR agrees not engage in any way the services on this contract of any present or former STATE employee who was involved as a decision maker in the selection or approval process or who negotiated and/or approved billings or contract modification for this contract.

SPECIAL TERMS AND CONDITIONS

12. **NON-COMPETE AGREEMENTS** The CONTRACTOR represents that its officers and employees are free to contract with the STATE and are not subject to restrictions by the terms of their present or past employment including, but not limited to, an agreement not to compete for a period of time, unless disclosure has been made. CONTRACTOR must disclose to the STATE any possible conflicts, in writing, before the contract is signed, and the STATE will evaluate whether to continue with contract execution. The STATE may elect to terminate a contract immediately with CONTRACTOR who is subsequently determined to be subject to such restrictions, without liability to the STATE. If the STATE elects to terminate the contract for this reason, the STATE will supersede paragraph #12 in Attachment A - Standard Terms and Conditions, and will not provide 30 days prior notice to the CONTRACTOR.
13. **CONFIDENTIAL INFORMATION** To the extent work under this contract requires the CONTRACTOR may be given access to confidential or proprietary business, technical, or financial information belonging to the STATE. The CONTRACTOR shall, after receipt thereof, treat such information as confidential. Both parties shall maintain, as confidential, and shall not disclose to any person outside its employ, nor use for purposes other than performance of this Contract, any specifications, drawings, blueprints, data, business information, or other confidential information which is learned by virtue of this Contract, except where required by law. CONTRACTOR agrees not to appropriate such information to their own use or disclose such information to other parties unless specifically authorized by the STATE in writing. The foregoing obligations, however, shall not apply to:
- e) Information which, at the time of receipt by the CONTRACTOR, is in public domain.
 - f) Information which is published after receipt by the CONTRACTOR, or otherwise becomes part of the public domain through no fault of the CONTRACTOR.
 - g) Information which the CONTRACTOR can demonstrate was already in its possession at the time of receipt, and was not acquired directly or indirectly from the STATE.
 - h) Information which the CONTRACTOR can demonstrate was received from a third party who did not require the CONTRACTOR to hold such information in confidence.
14. **QUALITY OF SERVICES** CONTRACTOR represents to STATE that it is experienced in and thoroughly familiar with all aspects of the services required hereunder and is properly qualified as applicable and is equipped, organized, and financially able to perform the services.
- No changes in the services to be provided by CONTRACTOR under this Contract shall be made without State's prior written approval.
15. **DEVELOPMENT STANDARDS** CONTRACTOR agrees that all software development tools used for design, development, source code control and programs, will follow STATE standard. All software development tools must receive prior approval by the Project Manager before being used in the development/design phase of the project.
16. **PROGRESS REPORTS** The CONTRACTOR will submit monthly progress reports following the format established by the STATE in sufficient detail to document the progress

SPECIAL TERMS AND CONDITIONS

of the work and support the monthly claim for payment. The report is to be submitted at the same time as an invoice. Payments will not be made without a supporting progress report.

17. **CONFERENCES** The CONTRACTOR will prepare and present written information and studies to the STATE so it may evaluate the features and progress of the work. Either party may request a conference at a place designated by the STATE. The conferences shall also include inspection of the CONTRACTOR'S services and work products when requested by the STATE.

In regard to consultative work performed hereunder, the CONTRACTOR may be required to perform such additional work, during the warranty period, as is necessary to ensure any deliverable product hereunder meets the functional specifications as proposed by CONTRACTOR and approved by the STATE, or as otherwise agreed in writing as a part of this contract, without undue delays and without additional cost to the STATE.

- 18.. **SIMILAR PRODUCTS** Should the STATE independently design, develop, or acquire ideas and concepts identical or similar to those provided by or contained in the CONTRACTOR's product. CONTRACTOR agrees this Contract shall not prevent STATE from using such ideas or concepts to design, develop, or acquire hardware or software for its use, provided STATE does not copy the CONTRACTOR's product.

19. **INTELLECTUAL PROPERTY INDEMNITY** Upon State's written notification to CONTRACTOR, CONTRACTOR shall defend, at its expense, any claim against STATE alleging the Services, or any part thereof, infringe on any patent, copyright, trademark, trade secret, mask work, or other intellectual property interest in any country, and shall pay all costs and damages awarded. If an injunction against State's use, sale, lease, license, other distribution of the Services or Product, or any part thereof, results from such a claim (or, if STATE reasonably believes such an injunction is likely), CONTRACTOR shall, at its expense, (and in addition to the CONTRACTOR's other obligations hereunder) and as STATE requests, obtain for STATE the right to continue using, selling, leasing, licensing, or otherwise non-infringing but functionally equivalent. The provisions of this section shall not apply to any claim for infringement resulting solely from CONTRACTOR's compliance with State's detailed design specifications, where provided.

20. **FACILITIES AND MATERIALS** The CONTRACTOR and all personnel working under this contract shall not acquire, borrow, copy, or use in any manner software, documentation, or data on any STATE data processing facility for use other than as required to complete this contract.

21. **SUSPENSION OF WORK** Should the STATE desire to suspend the work, but not terminate the contract, this will be done by written confirmation. The work may be reinstated upon two (2) weeks advance written notice from the STATE. The STATE understands any such suspension of the work may affect both the time of performance and price to complete the work when reinstated.

22. **ASSIGNMENT OF CONTRACT** The CONTRACTOR shall not sublet, assign or transfer any part of this contract without prior written approval from STATE. Neither shall the provision of monies due under this contract be assignable without prior written approval of STATE.

SPECIAL TERMS AND CONDITIONS

23. **FAILURE TO COMPLETE** At any time the CONTRACTOR determines the contract work cannot be completed within the specified time or budget, the CONTRACTOR must notified STATE in writing, immediately. The STATE may, at its sole discretion, extend the contract by written modification.
24. **NON-PERFORMANCE** If, at any time, CONTRACTOR fails to demonstrate the required expertise (as represented in the CONTRACTOR's proposal) or fails to meet acceptable standards of performance, the STATE reserves the right to require the CONTRACTOR to replace individual(s) with a competent individual(s). This replacement must be approved by the STATE Project Manager. If the CONTRACTOR fails to accomplish project objectives or meet schedule commitments established in meetings with the STATE Project Manager, this contract may be canceled immediately. If the STATE elects to terminate the contract for this reason, the STATE will supersede paragraph #12 in Attachment A - Standard Terms and Conditions, and will not provide 30 days prior notice to the CONTRACTOR.
25. **TERMINATION** The occurrence of any of the following constitutes a breach by CONTRACTOR unless corrected by CONTRACTOR within two (2) weeks. CONTRACTOR failure to perform services and/or deliver product on time.

Services performed and/or products delivered by CONTRACTOR do not conform to the terms set forth in this Contract.

CONTRACTOR fails to perform any material provision of this Contract.

CONTRACTOR assigns this Contract, or any obligation or rights hereunder. (The term "assign" to include, without limitation, a transfer of majority.)

CONTRACTOR sells or merges with a third-party (not a parent or subsidiary company) without the prior written consent of STATE.

CONTRACTOR becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of CONTRACTOR's assets.

CONTRACTOR shall cure any of the above breaches and notify STATE of such cure within two (2) weeks from receipt of a notice to cure from STATE. If CONTRACTOR fails to cure, STATE may terminate this Contract by giving CONTRACTOR written notice. STATE shall have no liability to CONTRACTOR thereafter except for payment of any balance due for conforming services performed prior to the date of State's notice to cure. STATE may, at its option and without regard to CONTRACTOR's ability to cure, terminate this Contract for cause in the event of any second or subsequent instances of the above breaches by CONTRACTOR.

26. **TERMINATION FOR OTHER THAN NON-PERFORMANCE** If the STATE terminates for reasons other than non-performance, the CONTRACTOR is relieved of any performance responsibilities on the project, and the withheld performance guarantee amount will be released by the STATE. The estimated completion of projects may overlap in new fiscal years. (STATE fiscal year is from July 1, to June 30). If funding is not allocated for individual projects which overlap into the new fiscal year, the project will be automatically

SPECIAL TERMS AND CONDITIONS

terminated on June 30th without written notice to contract.

27. **FORUM FOR ENFORCEMENT** Any controversy or claim arising out of, in connection with, or relating to this Contract or a breach thereof shall be settled by arbitration under the arbitration rules of the American Arbitration Association, Utah Board. The arbitration proceeding shall be governed by the Statutes of the State of Utah, and the proceeding shall be held in Salt Lake City, Utah. Anything to the contrary contained in the above mentioned rules and statutes notwithstanding, the parties consent that any papers, notices, or process necessary or proper for the institution or continuance of, or relating to any arbitration proceeding, or for the confirmation of an award and entry of judgment on any award made, including appeals in connection with any judgment or award, may be served on each of the parties by registered mail addressed to the party at the principal office of the party or by personal service on the party in or without the above mentioned state. The parties hereby recognize and consent to the above mentioned arbitration association's jurisdiction over each and every one of them.
28. **DISPUTES** Any dispute arising under this Contract which is not resolved by the STATE and CONTRACTOR shall be decided by a court of law under the terms of Section 27. Forum for Enforcement. Pending settlement of the final decision by the court, CONTRACTOR shall proceed diligently with the performance of the Contract in accordance with State's direction.
29. **COOPERATION BETWEEN CONTRACTORS** The STATE reserves the right to contract for and perform other or additional work on associated with this contract. In this case each CONTRACTOR involved in shared work areas shall place all work files and elements on designated STATE project network drive, as well as coordinate with development of shared code, data, objects, etc., without interfering with or hindering the progress or completion of the work by the CONTRACTOR, other contractors, or STATE employees.

Where warranted, when separate concurrent contracts are awarded within the same work area, each CONTRACTOR shall submit a current realistic progress schedule that coordinates their work with the work of other contractors. Before the STATE accepts the schedules, each party shall have the opportunity to review all schedules. After review and consultation, the STATE will determine acceptable schedules, which will then be incorporated into the contract for each CONTRACTOR.

Each CONTRACTOR involved accepts all liability, financial or otherwise, in connection with their contract and is responsible for any and all damages or claims that may arise because of interference, hindrance, delay or any other loss caused to other contractors working within the limits of the same work area, or to the STATE.

30. **CONSEQUENTIAL DAMAGES** In no event shall either TransCore or the State of Utah be liable to the other for any special, indirect, incidental, consequential, or economic damages (including, but not limited to lost profits and lost business opportunity), regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages.
31. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL INCLUDING SOFTWARE** TransCore provided software will be in accordance with the most current

SPECIAL TERMS AND CONDITIONS

SCATS License [End User] Agreement and warranty incorporated herein. TransCore shall be granted unlimited user rights to all software interfaces developed during implementation under this Agreement.

32. **LIMITATION OF LIABILITY** TransCore's total liability to customer and all liabilities arising out of or related to this contract, from any cause or causes, and regardless of the legal theory, including breach of contract, warranty, negligence, strict liability, or statutory liability, shall not, in the aggregate, exceed the amounts paid to TransCore under the contract.

Any claim by customer against contractor relating to this contract, other than in warranty, must be made in writing and presented to contractor within one year after the earlier of: (1) the date on which the Customer accepts the deliverable at issue; or (2) the date on which TransCore completes performance of the services specified in this contract. Any claim under warranty must be made within the time specified in the applicable warranty clause.

33. **LIMITATION ON DISSEMINATION OF TRANSCORE COMMERCIAL WORK PRODUCT** TransCore and Customer expressly exclude any and all third parties from the benefits of this Agreement. In the event that the customer furnishes any TransCore work product to a person who is not a party to this Agreement, Customer agrees to defend, indemnify, and hold harmless TransCore from and against all claims, damages, losses, costs and expenses (including attorney's fees) of actions brought by third parties, and arising out of or relating to such third party's use or distribution of, or reliance upon, the Contractor's work product.

34. **DOCUMENT REVIEW AND APPROVAL** Any drawing, report, manual or other data submitted for the Customer's review shall be approved or disapproved within fourteen (14) calendar days of receipt. If the item is disapproved then the Customer will provide detailed comments that define the nature and extent of the deficiency and the type of remedial action expected. If the Customer does not approve or disapprove within fourteen (14) calendar days or if the Customer's comments are not received within the fourteen (14) day period, then TransCore's schedule will be extended commensurately.

This agreement provides for submission of one (1) draft, for comments, and one (1) final submittal of the documents and manuals. If the Customer requires additional submittals, equitable adjustments to the schedule and/or price will be handled through change orders to this Agreement.

Such approval as detailed above can encompass portions of a submittal and result in partial approvals to maintain program schedules.

35. **RISK OF LOSS** The Customer shall bear all risk of loss for materials and equipment upon delivery to job site(s) of the Customer.
36. **DELAYS** Should TransCore suffer delays due the Customer, other Contractors and/or utilities, or for other reasons beyond the control of TransCore, the Customer will adjust the project schedule accordingly.
37. **SITE ACCESS** TransCore shall be required to provide 48-hours advance notice to the Utah Project Manager for access to the computer room during non-work hours.

SPECIAL TERMS AND CONDITIONS

Site access shall be unhindered and available to TransCore in order to perform the required work without interruption in accordance with the contract schedule. TransCore's inability to gain access to site due to the Customer's actions or omissions or any circumstances beyond the direct control of TransCore including but not limited to delays, inconvenience, or damage sustained due to interference by utility appurtenances or the operation of moving the same shall be considered extra work and TransCore shall be entitled to an equitable adjustment in price and delivery schedule.

38. **OBSOLESCENCE** TransCore's performance under this contract is based on utilization of equipment, materials, and software available at the time this contract was executed. If technological improvements, product discontinuations, or other vendor caused modifications occur to the equipment, materials, or software during or after the contract term, TransCore will provide the Authority with notification of the impact of such changes on this project in the form of an engineering change proposal addressing the impact. Any additional services required due to technological/obsolescence changes may require an equitable adjustment to the contract schedule, price, and/or contract provisions depending on the facts of the situation. All changes will be performed upon a mutually agreeable basis.
39. **SYSTEM-WIDE INSTALLATION** TransCore's price and schedule is predicated on the fact that all workstations must participate in all installation upgrades and releases to the system. If certain workstations opt out of the upgrades and releases, then any catch up needed to be done in the future will be performed on a Time and Materials basis.
40. **ADDITIONAL SERVICES** In addition to performing the Scope of Work herein set forth, Customer may require TransCore to perform additional consulting ("Additional Services"), and upon doing so in writing, if they are within the scope of services offered by TransCore, TransCore shall perform same on a time and materials basis unless a separate fixed fee is otherwise agreed upon.

SCATS SOFTWARE LICENCE [END-USER] AGREEMENT
For the _____, USA

AGREEMENT dated _____, 2004 between:

1. **TransCore ITS, Inc.**, subsidiary of TransCore, LP, whose home office is located at 8158 Adams Drive, Liberty Centre, Building 200, Hummelstown, PA 17036; and with offices at 488 East 6400 South, Suite 375, Murray, UT 84107 and
2. **The Traffic Operations Center** a division of **The Utah Department of Transportation**, whose place of business is at 2060 South 2760 West, Salt Lake City, Utah 84104 (the *Licensee*, the *Customer*, the *End-User*).

RECITALS

The parties have agreed that RTA shall grant and the Licensee shall accept a licence to use the Software on the terms and conditions set out in this Agreement.

IT IS AGREED as follows.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Concurrent Intersections means the maximum number of Intersections being controlled at any time by use of the Software in accordance with Schedule 2.

Confidential Information means all information contained in or embodied in the Software or Updates and all other information conveyed by RTA to the Licensee in the course of performing this Agreement.

Controlled Equipment is traffic control equipment that runs the Software and is in the control of End-user, whether in direct or indirect possession. To be in control of equipment End-user is in majority control and influence of management decisions affecting the use of the equipment.

Customer is the Utah Department of Transportation.

Delivery Date means the date on which the Software is delivered under Clause 3.

End User is the Traffic Operations Center.

Intersections mean traffic intersections in the Summit County Area which are within the supervision, responsibility and control of the Licensee from time to time.

Licence Fee means the licence fee.

Location means the Licensee's facilities located in the State of Utah where the Software is installed.

Maintenance Fees means the fees for maintenance services.

Maintenance Services means the services listed in Schedule 3.

Managed Intersection means a traffic intersection outside the Department of Transportation or ordinarily within the supervision, responsibility and control of a person other than the Licensee.

New Version means any modification to the Software incorporating major feature additions or improvements or a translation enabling the Software to run on different hardware platforms or operating systems.

Software means the Road and Traffic Authority (RTA) of New South Wales software known as Sydney Co-ordinated Adaptive Traffic System (SCATS) software, including all modifications, adaptations, developments and updates, which is comprised of the computer programs listed in Schedule 1, together with any associated documentation provided by RTA.

Sub-Distributor [Authorised Sub-Distributor] means *TransCore ITS, Inc., a subsidiary of TransCore, LP.*

Territory means the area ordinarily under the jurisdiction of the Licensee.

Training Fees and Services means the fees for training services. The Sub-Distributor may provide training services independent of RTA. (See schedule 4)

Update means any modification to the Software incorporating minor feature additions or improvements or bug fixes which is made generally available to RTA's other licensees but excludes any modification which RTA, acting in its sole discretion, determines to be a New Version.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) The **singular** includes the plural and conversely.
- (b) A **gender** includes all genders.
- (c) Where a **word** or **phrase** is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a **person** includes a body corporate, an unincorporated body or other entity and conversely.
- (e) A reference to a **clause** or **schedule** is to a clause of or schedule to this Agreement.
- (f) A reference to any **party** to this Agreement or any other agreement or document includes the party's successors and permitted assigns.
- (g) A reference to any **agreement** or **document** is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Agreement.
- (h) A reference to any **legislation** or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all

regulations and statutory instruments issued under it.

- (i) A reference to *conduct* includes any omission and any statement or undertaking, whether or not in writing.
- (j) Mentioning anything after *include*, *includes* or *including* does not limit what else might be included.

2. GRANT OF LICENCE

2.1 Grant

RTA grants, in accordance with its agreement with the Sub-Distributor through its authorised Distributor, and the Licensee accepts a non-exclusive, non-transferable licence to use the Software in the Territory to operate Intersections up to the maximum number of Concurrent Intersections and to operate Managed Intersections in accordance with this Agreement and only in the Controlled Equipment and if Licensee [End-User] complies with the Conditions herein.

2.2 Term

The licence granted under Clause 2.1 shall commence on the Delivery Date and will continue unless the Agreement is terminated in accordance with its provisions.

2.3 Restrictions

1. The Licensee [End-User] shall:

- (a) only install the Software at the Location and shall only use the Software in accordance with the documentation supplied by RTA or other instructions notified by RTA from time to time;
- (b) only use the Software for the purpose of traffic control at Intersections, and shall not use the Software to operate more than the maximum number of Concurrent Intersections set out in Schedule 2;
- (c) only use the Software for the purpose of traffic control at Managed Intersections in accordance with this Agreement;
- (d) not copy, modify, alter, translate, de-compile or reverse engineer the Software or merge the Software or any part unless the Licensee has previously obtained RTA's written consent;
- (e) not in any circumstances, sell, rent, offer for sale or rent, dispose of, pledge, sublicense, lend or part with possession of the Software, nor allow any other person to use or have the benefit of the Software or any part or parts of the Software;
- (f) limit access to the Software to employees or agents of the Licensee who are required to use the Software for the purposes of traffic control by the Licensee;
- (g) not use the Software for a service bureau application or in timesharing; and
- (h) not make a telecommunications data transmission of the Software over a network or otherwise.

2. The Licencee [End-User] must not and must not allow any person to:
 - (a) copy the Software except for use in Controlled Equipment, or copy Manuals except for use with Controlled Equipment. All copies must bear the same copyright notice as the original; or
 - (b) alter, modify, tamper with, reverse engineer or attempt to reverse engineer the Software; or
 - (c) use the Software to develop other software; or
 - (d) permit Software to be combined with or incorporated in other software; or
 - (e) alter, fabricate or reverse fabricate any software authorisation keys, such as, but not limited to, those used to pre-set the functional limitations referred to in clause 2.4.c.
3. The Licencee [End-User] must not, without RTA's or Sub-Distributor's prior written consent:
 - (a) disclose any Software or Manuals to any third person (except Licencee's [End User's] employees who need to know); or
 - (b) remove Software or Manuals from Licencee's [End-User's] facilities, except where necessary to maintain Controlled Equipment
4. Licencee [End-User] must take all steps to ensure that:
 - (a) Licencee's [End-User's] employees are directed to keep confidential Software, Manuals and any other confidential information of RTA; and
 - (b) No unauthorised copy or use is made of Software or Manuals including use by unauthorised third person.
5. Licencee [End-User] must notify RTA, or Sub-Distributor immediately if it becomes aware of any:
 - (a) unauthorised copy or use of the Software or Manuals; or
 - (b) breach of confidence by any person to whom Licencee [End-User] discloses any part of the Software, Manuals or any other confidential information of RTA.

2.4 Licensee [End-User] Acknowledges that:

- (a) all title and intellectual property rights in the Software and any instructions or manuals accompanying the Software (Manuals) vests in RTA;
- (b) no rights in the Software or Manuals transfer, except the Licence;
- (c) Software is limited in functionality and:
 - (i) stops running at the end of any pre-set licence period, at which time the Licence terminates;
 - (ii) controls no more than the number of traffic intersections agreed to in the

Licence: and

- (iii) is enabled by software authorisation keys issued at the absolute discretion of the RTA.

3. DELIVERY

RTA shall arrange delivery via the Authorised Sub-Distributor of one copy of the Software to the Licensee. The Licensee acknowledges that RTA shall not be responsible for installation or configuration of the Software on the Licensee's computer systems.

4. MAINTENANCE AND TRAINING

4.1 Maintenance Services

The Authorised Sub-Distributor shall provide Maintenance Services under separate Agreement with the Licensee at the end of the One-year System Operational Support period.

4.2 Updates

Any Update provided by RTA as part of the Maintenance Services shall be subject to the terms of this Agreement as if such Update were the Software.

4.3 Term of Maintenance Services

Subject to the earlier termination of this Agreement, The Authorised Sub-Distributor shall provide the Maintenance Services commencing upon the end of the System Operational Support period and continuing through each period in respect of which the Maintenance Fee has been paid.

4.4 Training

The Authorised Sub-Distributor shall make available the Training Services to personnel nominated by the Licensee upon payment by the Licensee of the Training Fees. Such training shall take place at such times and locations and be of such content as provided in the separate agreement between TransCore ITS, Inc. and the Utah Department of Transportation.

5. CHANGE OF LOCATION OR TERRITORY

5.1 Change of Location

The Licensee may only change the Location with the prior written consent of RTA through its authorised Sub-Distributor, which consent may be subject to the payment of a fee but otherwise shall not be unreasonably withheld.

5.2 Destruction of copies

Immediately upon change of the Location, the Licensee shall ensure that all copies of the Software at the previous Location have been transferred to the new Location, destroyed or returned to RTA. Upon performance of this obligation, the Licensee will immediately certify to the Authorised Sub-Distributor that the obligation has been fulfilled.

5.3 Change of Territory

The Licensee may not extend or otherwise change the Territory in any way without the prior written consent of RTA, through its Authorised Sub-Distributor.

6. ADDITIONAL INTERSECTIONS

6.1 If the Licensee wishes to increase the maximum number of Concurrent Intersections, the Licensee must, via the Authorised Sub-Distributor, give prior written notice to RTA and pay to RTA via the Authorised Sub-Distributor an additional fee in respect of the increase in the maximum number of Concurrent Intersections determined by reference to the then current schedule of fees.

6.2 Managed Intersections

- (a) If the Licensee wishes to use the Software for the purpose of traffic control of Managed Intersections, the Licensee shall seek, via the Authorised Sub-Distributor, the prior written consent of RTA. RTA may give or withhold such consent in its absolute discretion. The Licensee shall provide any information required by RTA in relation to the relevant Managed Intersections.
- (b) RTA may give such consent subject to such conditions as it sees fit, including the execution of agreements or other documents with the person who ordinarily supervises and controls the relevant Managed Intersections.
- (c) Subject to obtaining RTA's consent and fulfilling any conditions specified by RTA in relation to such consent and subject to payment by the Licensee of the Managed Intersection Licence Fee in accordance with this Agreement, the Licensee may use the Software for the purpose of traffic control of the relevant Managed Intersections on the terms of this Agreement.

7. CHARGES

7.1 Licence Fees

The Licensee, through the Authorised Sub-Distributor, shall pay the Licence Fee and Managed Intersection Licence Fee (if appropriate) prior to the delivery date.

The Licensee, through the Authorised Sub-Distributor, shall pay the Maintenance Fee (if Maintenance Services are chosen) in advance of the anniversary of the Delivery Date.

The Licensee, through the Authorised Sub-Distributor, shall pay Training Fees in advance of RTA training services being provided..

8. TERMINATION

8.1 Termination grounds

RTA may immediately terminate this Agreement by giving written notice to the Licensee of its intention to terminate on any of the following grounds:

- (a) Except for the purposes of a solvent reconstruction or amalgamation, an application is made, proceedings commenced, or a resolution is passed or proposed in a notice of

meeting for:

- (i) the winding up, dissolution, official management or administration of the Licensee; or
- (ii) the Licensee entering into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them.
- (b) A receiver, receiver and manager, official manager or provisional liquidator is appointed with respect to the Licensee or any of its assets.
- (c) The Licensee breaches a provision of this Agreement and has not remedied that breach within 30 days after service by RTA of a notice requiring that the Licensee rectify such breach.
- (d) If the Licensee is a corporation, there is a change in control of the Licensee including the ability of any other person to control the composition of the Licensee's board or executive or the ability of any person to control more than 50% of the voting power in the Licensee.
- (e) The Licensee fails to remit, through the Authorised Sub-Distributor, any amounts owing to RTA with accrued interest within 60 days of the date due under this Agreement.
- (f) The Licensee breaches any of the provisions in Clause 2 (Grant of Licence) or Clause 11 (Confidentiality).

8.2 Injunction

The Licensee acknowledges that termination and damages may not be an adequate remedy for actual or threatened breaches of Clauses 2 or 11 and that RTA may apply for an injunction to restrain the Licensee from breaching Clause 2 or 11 of this Agreement.

8.3 Return of Materials

On termination, the Licensee, through the Authorised Sub-Distributor, shall immediately return, at its own cost, all copies of the Software and any other Confidential Information and all copies of materials which are in the possession the Licensee. To the extent that copies of the Software can not be returned, the Licensee will certify in writing to RTA or the Authorised Sub-Distributor that such copies have been destroyed. The Licensee will allow representatives of RTA or the Authorised Sub-Distributor to inspect its equipment and facilities on reasonable notice, whether at the Location or otherwise, in order to verify the Licensee's compliance with this Clause 8.3.

8.4 Rights and Obligations

On termination:

- (a) the rights of the Licensee granted by this Agreement shall cease;
- (b) the obligations of the Licensee which have accrued but have not been discharged at the date of termination shall not be affected by termination; and
- (c) all moneys owing by the Licensee to RTA under this Agreement shall become payable

immediately, through the Authorised Sub-Distributor.

- (d) the Licencee shall immediately stop using the software;
- (e) ensure all the Software and Manuals are deleted or permanently removed from any form of storage.

8.5 Termination by Notice

Either party may terminate this Agreement by giving the other party three months notice in writing, through the Authorised Sub-Distributor.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Acknowledgement

Copyright and all other intellectual property rights by whatever name and throughout the world in the Software belong to and remain vested in RTA.

9.2 Notification

The Licensee shall promptly notify RTA, through the Authorised Sub-Distributor, of any use by any third party of the Software or any part of which the Licensee becomes aware which might reasonably amount to an infringement of any intellectual property rights relating to the Software.

9.3 Restrictions

- (a) Unless expressly permitted to do so by law, Licencee [End-User] must not modify or adapt the Software. If it does so despite this prohibition, Licencee [End-User] assigns to RTA all existing and future intellectual property rights in modifications and adaptations to Software and in software developed using Software made by the End-user, or its employees, agents and contractors.
- (b) If requested by RTA or Sub-Distributor, Licencee [End-User] must promptly:
 - (i) do all things to enable RTA to document the rights assigned under 9.3 (a); and
 - (ii) provide RTA with copies of all modifications, adaptations and developed software referred to in 9.3 (a) through the Sub-Distributor.

10. LIMITATION OF LIABILITY

10.1 Exclusion of warranties

To the full extent permitted by law, RTA excludes all implied and express terms, conditions and warranties other than where expressly set out in this Agreement.

10.2 Limitation of liability

Without prejudice or admission as to the operation of the Australian Trade Practices Act 1974 or any other legislation, if any term, warranty or condition is implied into this Agreement which by law cannot be excluded, but may be limited, RTA's liability for any breach of any such term, condition or warranty (including, without limitation, to any person claiming through the Licensee)

is limited, at RTA's option, to:

- (a) in the case of goods,
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or acquiring equivalent goods;
 - (iv) the payment of the cost of having the goods repaired; or
- (b) in the case of services,
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

In this Clause "goods" includes the Software and Updates.

10.3 Exclusion of Liability

To the full extent permitted by law, RTA excludes all liability however arising (including negligence on RTA's part) for any loss or damage (including economic loss) whether direct, indirect, special or consequential, arising in any way out of or in connection to the provision of goods or services under this Agreement. Such exclusion also includes the Authorised Sub-Distributor for purposes of this Licence.

10.4 Indemnity

The Licencee [End-User] indemnifies RTA, and Sub-Distributor against all expenses, losses, damages and costs (on a full indemnity basis and whether incurred by or awarded against RTA, and/or the Sub-Distributor) that RTA, and/or the Sub-Distributor sustains or incurs as a result, whether directly or indirectly, of any claim by any person, including any end-user, arising out of Licencee's [End-User's] use of the Software or Manuals or breach of these conditions.

11. CONFIDENTIALITY

11.1 Acknowledgement

The Licensee acknowledges that the Confidential Information is the property of and confidential to RTA and that any disclosure of it would cause damage to RTA.

11.2 Licensee's obligation of confidentiality

The Licensee shall take all necessary measures to:

- (a) maintain the secrecy of all Confidential Information; and
- (b) prevent third parties, excluding the Authorised Sub-Distributor, from gaining access to the Confidential Information; and
- (c) disclose the Confidential Information only to those of its employees and agents who

need to know the Confidential Information to exercise the Licensee's rights under this Agreement, and to obtain from each such person to whom the Confidential Information is disclosed undertakings no less onerous than those contained in this Clause 11; and

- (d) enforce any obligation of confidence imposed on the Licensee by this Agreement.

This Clause 11 shall survive termination of this Agreement.

11.3 Exception

Clause 11.2 shall not apply where the Confidential Information:

- (a) comes into the public domain by reason other than a breach of this Agreement;
- (b) is disclosed to the Licensee by a third party having the right to do so; or
- (c) is disclosed by the Licensee in circumstances required by any applicable law.

11.4 Meaning of "public domain"

For the purposes of this Clause 11, Confidential Information will not be regarded as being in the public domain by reason only of the fact that some portion of the Confidential Information is public, or that information is public which, together with other information, could be used to produce the Confidential Information.

11.5 Security

The Licensee will take all reasonable steps to ensure that all of the Confidential Information in its possession is kept in a safe and secure place on its premises and will be protected at all times from unauthorised access, misuse, damage or destruction. The Licensee shall not without the consent of the RTA allow the Confidential Information to be removed from the Location.

12. FORCE MAJEURE

Except for the Licensee's obligation to pay any amounts under this Agreement, through the Authorised Sub-Distributor, neither party shall be liable for any failure to perform due to causes beyond its reasonable control.

13. NOTICES

Any notice given under this Agreement:

- (a) must be in writing addressed to the intended recipient at the address shown above or the address last notified by the intended recipient to the sender:

RTA
 Attention: Corporate Counsel
 Level 10, Centennial Plaza
 260 Elizabeth Street
 SURRY HILLS NSW
 AUSTRALIA

Fax: +61 2 9218 6509

Authorised Sub-Distributor

TransCore ITS, Inc.

Attention: Contracts Department

9440 Carroll Park Drive, Suite 150

San Diego, CA 92121

Phone: (858) 826-4036

FAX: (858) 826-4324

Licensee [End-User]

Utah Department of Transportation

2060 South 2760 West

Salt Lake City, Utah 84104

Phone: (801) 887-3700

- (b) must be signed by a person duly authorised by the sender; and
- (c) will be taken to have been given when delivered, received or left at the above address. If delivery or receipt occurs on a day when business is not generally carried on in the place to which the notice is sent, or is later than 4 pm (in the recipient's local time), it will be taken to have been duly given at the commencement of business on the next day when business is generally carried on in that place.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to its subject matter.

15. AMENDMENT

This Agreement may be amended only by another agreement executed by both parties.

16. ASSIGNMENT

The rights granted to the Licensee under this Agreement are personal to the Licensee and the Licensee shall not assign, sub-license or otherwise deal with any of its rights and obligations under this Agreement without the prior written consent of RTA.

17. NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

18. NO MERGER

The rights and obligations of the parties will not merge on completion of any transaction under

this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

19. STAMP DUTY AND COSTS

Each party shall bear its own costs arising out of the preparation of this Agreement but the Licensee shall bear any stamp duty (including fines and penalties) chargeable on this Agreement and on any instruments executed under this Agreement. The Licensee shall indemnify RTA on demand against any liability for that stamp duty.

20. SEVERANCE

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or un-enforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

21. GOVERNING LAW

This Agreement is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

22. EXECUTION

This Agreement may be simultaneously executed in several counterparts, by duly authorised representatives, each of which shall be deemed to be an original having identical legal effect.

By TransCore (authorised Sub-Distributor)

in the presence of:

Signature

Print name

Signature

Print name

Office held

Date

EXECUTED in _____

By:
Licensee [End-User]

Attest:

by: _____

Print Name and Title

Date: _____

SCHEDULE 1

THE SOFTWARE

1. **SCATS Version 6 - Region**

A SCATS region provides autonomous traffic adaptive or fixed time control of up to 250 intersections (or mid-block pedestrian crossings). In traffic adaptive mode, cycle time, green splits and offsets are continually adjusted in accordance with data from vehicle detectors (up to 24 vehicle detectors per site) for up to 250 sub-areas. Sub areas may operate independently or in interdependent groups. Fixed time operation is accomplished by schedule. Intersections may have a permanent connection to a region or may be accessed by dial-in or dial-out facilities. Monitoring is provided by a user interface with up to 30 users able to connect at the same time. Command line entry field terminals may be connected directly to a local controller at an intersection. Alarm condition monitoring and data entry/alteration facilities are included. A region can automatically collect daily files for up to 999 days for alarms and events, detector volumes, performance data and intersection history data.

The SCATS region software also includes:

SCATS CMS – SCATS Central Management System software for PC

SCATS_configure – SCATS Region configuration

Allows a System Administrator to configure a computer with specific options to suit the SCATS region installation requirements.

Sterm32 – Workstation

A command line interface that can be used for monitoring, entering and displaying all aspects of SCATS operation and configuration including graphics displays.

Sgraph32 – Graphics server

Draws intersection, subsystem and region pictures for Sterm32 workstations.

SCATSAccess – Graphical User interface for SCATS.

SCHEDULE 2

CONCURRENT INTERSECTIONS

The Licensee is licensed to control up to a total of Sixteen (16) Concurrent Intersections and Managed Intersections.

SCHEDULE 3

MAINTENANCE SERVICES

The Maintenance Services are to be provided under separate agreement between the Authorised Sub-Distributor and the Licensee:

SCHEDULE 4

TRAINING SERVICES

Training Services are provided under separate agreement between the Authorised Sub-Distributor and the Licensee

Cost Estimate Breakdown

Item	Hourly Rate	Milestone 1 - Software Procurement				Milestone 2 - Design				Milestone 3 - System Set-up			
		Software Procurement				Project Management				Equipment Procurement			
John Amidon	\$48.69					4	24	20	16				
Neil Gross	\$48.61	8				4	16			8	40	8	8
John Grant	\$48.46												
Anthony Torres	\$42.62												
Travis White	\$36.67	8				4	40	24	24	8	40	40	16
Aaron Cloward	\$31.01												
John Haigwood	\$27.29											40	80
Jon Turner	\$24.04							16					
Rob Trone	\$20.46												
Keith Scholl	\$16.22												
Charlene Spackman	\$14.48					8			6				
Direct Labor Total		682				535	3,525	2,180	2,129	682	3,411	2,947	3,159
Labor Overhead	163.9%	1,118				877	5,777	3,572	3,490	1,118	5,591	4,831	5,177
Fee on Labor	12%	216				169	1,116	690	674	216	1,080	933	1,000
Total Labor		2,016				1,581	10,418	6,442	6,294	2,016	10,082	8,711	9,336
Equipment / License		142,000								7,150			
Tax	6%									429			
Freight	4%									286			
Total Equipment Cost		142,000				0	0	0	0	7,865	0	0	0
Travel						50	250	2,500	100				
SubContracts													
Direct Costs							150	150	150				
Total Task Cost		142,016				1,631	10,818	9,092	6,544	9,881	10,082	8,711	9,336
Less 10% Mobilization		14,402				163	1,082	909	654	988	1,008	871	934
Total Subtask Payment Amount		129,615				1,468	9,736	8,183	5,889	8,893	9,074	7,840	8,403

Cost Estimate Breakdown

Item	Hourly Rate	Milestone 4 - System Install				Milestone 5 - Acceptance			Totals
		Detection Installation	Central Hardware Install	Field Deployment	Optimization	Testing	Training	System Maintenance	
John Amidon	\$48.69			40					40
Neil Gross	\$48.61			80	16	16	16	24	288
John Grant	\$48.46								20
Anthony Torres	\$42.62		16						16
Travis White	\$36.67	24	16	80	80	16	72	40	532
Aaron Cloward	\$31.01	16		16				24	56
John Haigwood	\$27.29		16	80	80	16	16	24	352
Jon Turner	\$24.04								16
Rob Trone	\$20.46								16
Keith Scholl	\$16.22							40	40
Charlene Spackman	\$14.48					4			18
Direct Labor Total		1,376	1,705	11,449	5,895	1,859	3,855	4,681	\$50,071
Labor Overhead	163.9%	2,256	2,795	18,766	9,661	3,047	6,318	7,673	\$82,066
Fee on Labor	12%	436	540	3,626	1,867	589	1,221	1,483	\$15,856
Total Labor		4,068	5,040	33,841	17,422	5,495	11,393	13,837	\$147,994
Equipment / License									149,150
Tax	6%								429
Freight	4%								286
Total Equipment Cost		0	0	0	0	0	0	0	\$149,865
Travel		250	250	7,500	1,500	2,500	2,000	1,000	\$17,900
SubContracts									\$0
Direct Costs							250		\$700
Total Task Cost		4,318	5,290	41,341	18,922	7,995	13,643	11,837	\$316,459
Less 10% Mobilization		432	529	4,134	1,892	799	1,364	1,484	
Total Sub Task Payment Amount		3,886	4,761	37,207	17,030	7,195	12,279	13,353	

Proposed Milestone Payment Schedule

Milestone	Amount	Deliverable	Estimated Month
Milestone 0 - Mobilization	\$31,646	Mobilization	NTP
Milestone 1 - Software Procurement	\$129,615	Receipt of Software by TransCore	Month 1
Milestone 2 - Design	\$25,276	Design Sketches and Draft Reports	Month 3
Milestone 3 - System Set-up	\$34,210	Completion of Graphics and System Timing Parameters	Month 6
Milestone 4 - System Install	\$62,884	Installation of Controllers in Field	Month 10
Milestone 5 - Acceptance	\$32,827	System Acceptance	Month 12

Total Payments: \$316,459

Item	Hourly Rate	Software Procurement	Kick-off Meeting	Project Management	Field Review and Detection Design	Reports	Equipment Procurement
John Amidon	\$ 48.69						
Neil Gross	\$ 48.61	8	4	24	20	16	8
John Grant	\$ 48.46		4	16			
Anthony Torres	\$ 42.62						
Travis White	\$ 36.67	8	4	40	24	24	8
Aaron Cloward	\$ 31.01				0		
John Haigwood	\$ 27.29						
Jon Turner	\$ 24.04				0	16	
Rob Trone	\$ 20.46				16		
Keith Scholl	\$ 16.22						
Charlene Spackman	\$ 14.48			8		6	
Direct Labor		\$682	\$535	\$3,525	\$2,180	\$2,129	\$682
Labor Overhead	163.9%	\$1,118	\$877	\$5,777	\$3,572	\$3,490	\$1,118
Fee on Labor	12.0%	\$216	\$169	\$1,116	\$690	\$674	\$216
Total Labor		\$2,016	\$1,581	\$10,418	\$6,442	\$6,294	\$2,016
Equipment/License		\$142,000					\$7,150
Tax	6%						\$429
Freight	4%						\$286
Total Equipment Costs		\$142,000	\$0	\$0	\$0	\$0	\$7,865
Travel			\$50	\$250	\$2,500	\$100	
SubContracts							
Direct Costs				150	150	150	
Total Task Cost		\$144,016	\$1,631	\$10,818	\$9,092	\$6,544	\$9,881

UDOT will provide detection installation, video detection and controllers

Controller Firmware and Personalities	System Parameters	Graphics Development	Detection Installation	VID Configuration	Central Hardware Install	Field Deployment	Optimization
40	8	8				40 80	16
40	40	16	24 16	0 0	16 16	80 16	80
	40	80			16	80	80
\$3,411	\$2,947	\$3,159	\$1,376	\$0	\$1,705	\$11,449	\$5,895
\$5,591	\$4,831	\$5,177	\$2,256	\$0	\$2,795	\$18,766	\$9,661
\$1,080	\$933	\$1,000	\$436	\$0	\$540	\$3,626	\$1,867
\$10,082	\$8,711	\$9,336	\$4,068	\$0	\$5,040	\$33,841	\$17,422
			\$0				
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$250 \$0	\$0	\$250	\$7,500	\$1,500
\$10,082	\$8,711	\$9,336	\$4,318	\$0	\$5,290	\$41,341	\$18,922

Testing	Training	Evaluation	System Maintenance	Totals
				40
16	16		24	288
		0		20
				16
16	72	0	40	532
			24	56
16	16	0	24	352
		0		16
				16
			40	40
4				18
\$1,859	\$3,855	\$0	\$4,681	\$50,071
\$3,047	\$6,318	\$0	\$7,673	\$82,066
\$589	\$1,221	\$0	\$1,483	\$15,856
\$5,495	\$11,393	\$0	\$13,837	\$147,994
				\$149,150
				\$429
				\$286
\$0	\$0	\$0	\$0	\$149,865
\$2,500	\$2,000	\$0	\$1,000	\$17,900
				\$0
	250			\$700
\$7,995	\$13,643	\$0	\$14,837	\$316,459